



## REQUEST FOR QUOTATIONS

### 2023 RESIDENTIAL WASTE COLLECTION TOWN OF MILTON

#### I. GENERAL

- A. The Town of Milton, Delaware, hereinafter referred to as Owner, is requesting quotations from qualified Bidders for furnishing all materials, labor and services required for weekly collection, transportation and disposal of residential waste from approximately 1600 residential units as described in this request for quotations. Quotations shall be based on three (3) year and five (5) year contracts on a per unit basis.
- B. Definitions: Whenever the terms “solid waste,” “yard waste,” “bulk trash,” “recyclables,” or “waste” is used in these specifications it shall be construed as follows:
1. Solid Waste – Solid waste means any garbage, refuse, and other discarded material, including solid or semi-solid material resulting from community or household activities. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand, and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of building, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension and shape required more than one man for removal.
  2. Yard Waste – Yard waste means those items specifically defined by the Delaware Solid Waste Authority to be in its yard waste recycling program.
  3. Bulk Items – Means those items other than normal household trash including, but not limited to, appliances (except those as noted below), furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are appliances containing Freon, concrete and bricks, vehicle parts, tires, abandoned cars, car parts, whole trees and construction materials.

4. Recyclables – Means those items specifically defined by the Delaware Solid Waste Authority to be included in its Universal Recycling Program.
  5. Waste – Means all solid waste, yard waste, bulk trash, and recyclables.
- C. The Bidder shall visit the Town to establish the specific and detailed requirements for the performance of the Contract.
  - D. All solid waste and bulk items collected within the Town shall be disposed by the Contractor at a landfill approved or operated by the Delaware Solid Waste Authority (DSWA). Recyclables and yard waste may be disposed of at any legally authorized recycling facility.
  - E. Bids shall be based on DSWA published rates for solid waste and bulk items, including rate increases that are scheduled to occur during the Contract.
  - F. No fuel surcharges shall be applied during the Contract period.
  - G. The Contractor shall be responsible for tipping fees for waste disposal.
  - H. Contractor shall not assign the Contract by power of attorney nor subcontract the work without consideration and written consent of the Owner.
  - I. All work performed by the Contractor, any subcontractor or any of their respective agents, servants or employees shall comply with all health and safety regulations promulgated by any agent having jurisdiction over the same. All complaints shall be handled in a courteous and prompt manner.
  - J. The Contractor shall be responsible for payment of fees, fines, or other penalties due to disposal of improper materials at DSWA facilities.
  - K. Contractor shall submit a monthly statement of the number of residential units served during the previous month.
  - L. The Contractor shall be required to procure and deliver to the Owner within ten (10) days of the awarding of the Contract, the following insurance policies to be written by a company or companies authorized to do business in the State of Delaware, the policies to be acceptable to the Owner.
    1. Public Liability Insurance in which each vehicle used in the performance of the work under the contract with limits of bodily injury liability of not less than \$1,000,000.00 for each accident.

2. Property Damage Liability on each vehicle required in the performance of the work under the contract in an amount not less than \$1,000,000.00 for each accident.
  3. Standard Worker's Compensation and Employer's Liability Insurance indemnifying the contractor against any loss arising from liability or injuries sustained by all agents, servants or employees of the contractor who shall be entitled to compensation under the worker's compensation laws.
  4. Insurance policy indemnifying and holding the Town harmless from any and all liability, expenses, damages, etc., which may arise or be asserted against the Town because of collection, transportation or disposal of garbage, trash or rubbish.
- M. The Contractor will work with the Owner to provide service-oriented information to customers. Specifically, 15 days prior to the commencement of service, the Contractor shall provide an 8-1/2"x11" information sheet to be mailed by the Owner to all residents. This information sheet will inform residents of the specifics of the collection program, including but not limited to, a collection schedule, a list of what materials are being collected, instructions on proper handling of the collection bins and instructions on what customers are to do with waste that does not fit into the collection bins. Also, no later than each December 1<sup>st</sup> during the contract term, provide to the Town, 1,900 collection calendars for the following year, indicating waste, recycle and yard waste collections.
- N. Contract period shall begin on or before October 1, 2023 and shall continue for three (3) years or five (5) years, as voted upon by the Owner.

## II. PERMITS

- A. All permits and licenses necessary for the prosecution of the Contract shall be secured and paid for by the Contractor.

## III. PROTECTION OF PROPERTY AND PERSONS

- A. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the collection of residential waste. Contractor will take all necessary precautions for the safety of and will provide for the necessary protection to prevent damage, injury and loss to all employees employed by them and all other persons who may be affected thereby and other property including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them, or anyone for whom any of them may be liable.

- C. In emergencies affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. The Contractor will give Town written notice of any damage, injury or loss within one (1) business day of the incident.

IV. COLLECTION TIMES

- A. Collection shall not begin before 7:00am prevailing time, nor continue past 5:30pm prevailing time.
- B. Contractor shall maintain, to the best of their ability, a properly scheduled pick-up service satisfactory to the Town.
- C. Collection shall never be postponed longer than one (1) working day following the regular day for collection except in the case of dire emergency authorized by the Town, or closure of DSWA landfills due to inclement weather.
- D. No waste shall be collected on the following Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If any of these holidays occur on the scheduled pick-up day, waste shall be picked up on the following business day.

V. COLLECTION FREQUENCY

- A. Solid Waste – once per week occurring
- B. Bulk Items – once per week occurring
- C. Recyclables – once every other week
- D. Yard Waste – two (2) collection days in January, February, March, and December; weekly collection in April, May, October and November; and collection every other week during June, July, August, and September.

VI. COLLECTION CONDITIONS

- A. Collection of waste shall be at the curb or end of a driveway or alley.
- B. The following quantities of waste shall be collected on the scheduled pick-up day:

1. Solid Waste: one (1) 96 gallon can, and two (2) additional bags
  2. Bulk Items: one (1) bulk item
  3. Recyclables: one (1) 96 gallon can
  4. Yard Waste: a maximum of five (5) yard waste items. Yard waste items may be in a container, paper bag, or biodegradable bag holding yard waste not exceeding 40 pounds or a bundle of branches or limbs not exceeding 40 pounds and four (4) feet in length. Branches may be up to four (4) inches in diameter. Yard waste includes Christmas Trees.
- C. Residents will be required to place all items for pick-up at a regular place of pick-up, no earlier than 6:00pm on the night before pick-up and no later than 6:00am on the day of pick-up.
- D. Waste collection in Cannery Village requires a 6-wheel trash truck to serve approximately 240 residents for solid waste, recycle, bulk, and yard waste collections. This is a mandatory requirement of the contract.
- E. Contractor shall maintain at all times a minimum surplus of 30 carts in excess of the current collection units for future growth and to replace damaged cans as necessary. The Contractor shall supply the Town of Milton with an inventory of 20 solid waste toters, 10 recycle toters. A 6yd solid waste dumpster shall be delivered to the Town of Milton's Maintenance facility, and emptied weekly as part of the contract.
- F. Carts shall be 96 gallons and constructed of LMDPE. The Contractor shall supply and maintain the following carts for each unit:
1. Solid Waste: Toter EVR11 Model 79296, or equal. Toter or lid color shall be different than the recyclables toter.
  2. Recyclables: Toter EVR11 Model 79296, or equal. Toter or lid color shall be different than the solid waste toter.
- G. Appliances containing Freon and construction debris and materials shall not be picked up on a regular basis as part of this Contract. The successful Bidder may contract directly with residents for these services.
- H. Cleanliness: In the collection of waste, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the public right-of-way. If an unsightly or unsanitary condition

results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt of the notice from Owner.

- I. Customer Service Standards: All complaints received by the Contractor or Owner before 1:00pm shall be resolved by 6:00pm on the day the complaint was received. All complaints received after 1:00pm shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the Owner which will include copies of the daily reports for the prior month.

## VII. QUOTATIONS

- A. The Bidder shall submit a firm price for the Town of Milton residential waste collection services on the attached forms as follows:

Office of the Town Manager  
Town of Milton  
115 Federal Street  
Milton, DE 19968

- B. Quotations shall be placed in an opaque sealed envelope. The envelope shall be marked in the upper left-hand corner with the name and address of the Bidder. The envelope shall be marked in the lower left corner as follows:

**“2023 Bid for Residential Waste Collection Services, Town of Milton”**

- C. Quotations shall be held valid for at least ninety (90) days from the actual date of bid opening.
- D. Quotations shall be firm, fixed priced bids for the total work, based on the requirements stated in the Request for Quotations. No price escalation or contingency considerations other than those identified in the bid form will be allowed.
- E. The Owner reserves the right to reject any and all bids, waive any and all informalities in the bidding, and reserves the right to disregard all nonconforming conditional bids or counter proposals.
- F. The bid form includes one (1) alternate comprised of weekly recycle collection. The Owner shall decide at the time of contract award if the alternative will be made part of the contract term.
- G. Amendments requested by the Owner and Contractor must be presented in writing and agreed upon by both parties.

H. Quotations shall be submitted as indicated above and shall be received until 10:00 a.m. on July 21, 2023 at which time they will be opened and read publicly. Submittals received after the indicated time shall not be considered.

END OF REQUEST FOR QUOTATIONS

BID DOCUMENT

Bid submitted by \_\_\_\_\_  
(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_  
Doing business as \_\_\_\_\_\*, to the Town of Milton (hereinafter called  
"OWNER)."

In compliance with the Invitation for Bids, Bidder hereby proposes to perform all work for the weekly collection, transportation and disposal of residential waste generated by approximately 1600 residential units. By submission of this Bid, each Bidder certifies this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or any other competitor.

Bidder hereby agrees to commence work under the Contract on or before October 1, 2023.

Bidder agrees to complete the work in accordance with the Request for Quotations for the following prices (words and figures):

\*Insert, "a corporation," "a partnership," or "an individual" as applicable.

1.0 Three Year Contract with recycle and yard waste collection

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

2.0 Five Year Contract with recycle and yard waste collection

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 4, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 5, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Alternate 1:

Three Year Contract, with yard waste collection as specified, and weekly recycle collection:

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Five Year Contract, with yard waste collection as specified, and weekly recycle collection:

Year 1, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 2, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 3, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 4, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

Year 5, \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per unit per month

The Bidder understands the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period as stated in the Request for Quotations after the bids are actually received.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract with 15 days.

Respectfully Submitted:

Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL – If Bidder is a Corporation

**ATTEST:** \_\_\_\_\_